

EXHIBIT 10

REDACTED

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

-----x
DOROTHY FORTH, ET AL.,

Plaintiffs,

Index No.

-against-
WALGREEN CO.,

17-cv-02246

Defendant.

-----x
January 21, 2021

10:08 a.m.

VIDEO DEPOSITION OF JAMES JOHNSON,
taken via Zoom, before Fran Insley, a Notary
Public of the States of New York and New
Jersey.

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12 Q. When you say coverage, are you
13 referring to insurance coverage?

14 A. It could be insurance coverage. It
15 could be any other program coverage that gives
16 them some benefits or discounted price.

1 | Johnson

2 the agreement?

3 MR. GARVEY: Objection to form.

4 MR. MONTCALM: Objection to form.

5 I'll just read again the standing
6 objection to asking about, to interpret
7 the meanings of the document that speaks
8 for itself.

9 MR. DWOSKIN: Just for the record, I
10 don't believe this document necessarily
11 speaks for itself, but please go ahead,
12 Mr. Johnson.

13 Q. "The following terms are used
14 throughout this document and are derived from
15 the Agreement," and I'm asking you what it
16 means for the terms to be derived from the
17 agreement which we discussed, which includes,
18 in part, the 2017 Provider Agreement between
19 Optum and Walgreens?

20 A. My interpretation is that these
21 terms are also used in many of our agreements
22 and those agreements supersede the Provider
23 Manual.

24 Q. It doesn't say the word supersede in
25 there. does it?

Johnson

A. Because again, it aligned with Optum's understanding of what U&C pricing was and what the PSC pricing and program entailed and we wouldn't have objected because it did align with our interpretation of the benefits and the contracts in place.

Q. At any time did Optum consider Walgreens PSC pricing as constituting U&C pricing under any of Optum's agreements with Walgreens in effect after the implementation of the PSC program?

A. Not that I'm aware of.

Q. Is that for the reasons that you've -- similar to what you just indicated?

A. Yes.

MR. DWOSKIN: Form.

Q. If Optum had considered Walgreens PSC pricing to constitute U&C pricing, do you believe Optum would have raised that issue with Walgreens?

MR. DWOSKIN: Form.

A. Yes.

Q. If Optum considered Walgreens PSC pricing to constitute U&C pricing, do you

5 MR. DWOSKIN: Form.

6 A. Likely, yes.

7 Q. To your knowledge, did Optum ever
8 make such insistence?

9 **A.** **No.**

10 MR. DWOSKIN: Form.

11 Q. Let's take a look at what was
12 previously marked as Exhibit 370. If we can
13 take down the screen share. We already have,
14 sorry. If you can, Kelsey, screen share
15 Exhibit 370, please.

16 Mr. Johnson, you'll see this is the
17 November 2000 agreement that you were shown
18 previously today. Do you remember questions
19 and answers about this document?

20 A. Yes.

21 Q. Let's go to the page where the
22 definition of usual and customary is found. It
23 is the page ending 540. I understand,
24 Mr. Johnson, this is an agreement that started
25 in effect prior to the relevant time period,

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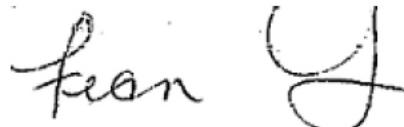
C E R T I F I C A T E

I, FRAN INSLEY, hereby certify that the Deposition of JAMES JOHNSON was held before me on the 21st day of January, 2021; that said witness was duly sworn before the commencement of testimony; that the testimony was taken stenographically by myself and then transcribed by myself; that the party was represented by counsel as appears herein;

That the within transcript is a true record of the Deposition of said witness;

That I am not connected by blood or marriage with any of the parties; that I am not interested directly or indirectly in the outcome of this matter; that I am not in the employ of any of the counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this 1st day of February, 2021.



FRAN INSLEY